

2011

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



30

William Cass, P.E.
Commissioner

Andre Briere
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
December 13, 2022

REQUESTED ACTION

1. Pursuant to RSA 4:39-c and RSA 228:31, authorize the New Hampshire Department of Transportation (Department) to sell a 0.46 +/- acre parcel of state-owned land with improvements, located at 490 Tasker Hill Road in the Town of Madison. The sale will be to Nicole M. McAlister and Foster A. Maxwell IV (Grantees) for \$259,000, plus a \$1,100 administrative fee, effective upon Governor and Executive Council approval.
2. The Department further requests authorization to compensate Pinkham Real Estate from the proceeds of the sale in the amount of \$12,950 (5%) for real estate services.

It has been determined by the Department's Bureau of Finance and Contracts that the funding for this parcel is 100% Federal Funds Payback.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2023</u>
Administrative Fee	\$1,100
04-096-096-963015-3049-405215	<u>FY 2023</u>
Sale of Parcel (Federal Funds Payback)	\$259,000
(100% of \$259,000)	

EXPLANATION

The Department wishes to dispose of a 0.46 +/- acre parcel of state-owned land located at 490 Tasker Hill Road in the Town of Madison. The parcel is improved with 1 story single-family residence with an ancillary building which was acquired in 2005 as part of the Conway 11339B Bypass Project.

Pursuant to RSA 4:39-c, this disposal was reviewed by the Department and determined to be surplus to its operational needs and interests.

At the September 19, 2022 meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 22-022) was approved, which allowed the Department to enter into a listing agreement with Pinkham Real Estate, to sell the above-listed property for \$259,000 and to assess an administrative fee of \$1,100. Their approval authorized the Department to compensate Pinkham Real Estate with a 5% commission for the sale of this property.

Pinkham Real Estate marketed the subject property and brought all offers to the Department for consideration. On November 4, 2022, the Department entered into a Purchase and Sale Agreement with Nicole M. McAlister and Foster A. Maxwell IV and/or assigns for \$259,000 plus a \$1,100 administrative fee.

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Madison to which the Town declined. Pursuant to RSA 204-D:2, the Department also solicited interest from the New Hampshire Housing Finance Authority, who also declined.

The Department respectfully requests authorization to sell the subject parcel and compensate Pinkham Real Estate, as noted above.

Respectfully,



William Cass, P.E.
Commissioner

WJC/ARP
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Stephen G. LaBonte 
 Administrator

DATE: July 28, 2022

AT: Dept. of Transportation
 Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Madison
 RSA 4:39-c

Approved by the Long Range
 Capital Planning & Utilization
 Committee September 19, 2022

TO: Representative John Graham, Chairman
 Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of 0.46 +/- acres of state-owned land, with improvements, located at 490 Tasker Hill Road in the Town of Madison. The Department will enter into a listing agreement for a term of one year with Pinkham Real Estate, with a 5% sales commission. The sale price for this parcel is \$259,000.00, and the Department will assess an administrative fee of \$1,100.00, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The subject property is improved with a one-story single-family residence. The subject parcel was originally acquired by the Department in 2005, via warranty deed, for \$206,000.00. The property was acquired for the Conway Bypass 11339B Project. After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs and available for disposal. This property will be sold "As Is," with no conditions.

In accordance with New Hampshire Administrative Code, Chapter Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 1 (Carroll, Coos and Grafton Counties) were sent a request to submit a market analysis for the subject property at a real estate commission of 5%. Based on this request, the Department received responses from the following six firms.

Coldwell Banker Lifestyles 486 White Mountain Highway, Suite E Conway, NH 03818	\$265,000.00
Pinkham Real Estate 2558 White Mountain Highway North Conway, NH 03860	\$259,000.00
Keller Williams Lakes and Mountain Realty 750 Lafayette Road, Suite 201 Portsmouth, NH 03801	\$245,000.00
Carey Giampa, LLC/Rye 655 Wallis Road Rye, NH 03870	\$263,000.00
Re/Max Bayside 208 Webster Highway Meredith, NH 03253	\$245,000.00

603 Red Stone Realty, LLC
631 Eastman Road
Center Conway, NH 03813

\$227,000.00

State Appraisal

\$185,000.00

The Pre-Qualification Committee reviewed the submissions and felt that a value of \$259,000.00 was an appropriate value for this property and selected Pinkham Real Estate to market the property, on behalf of the Department

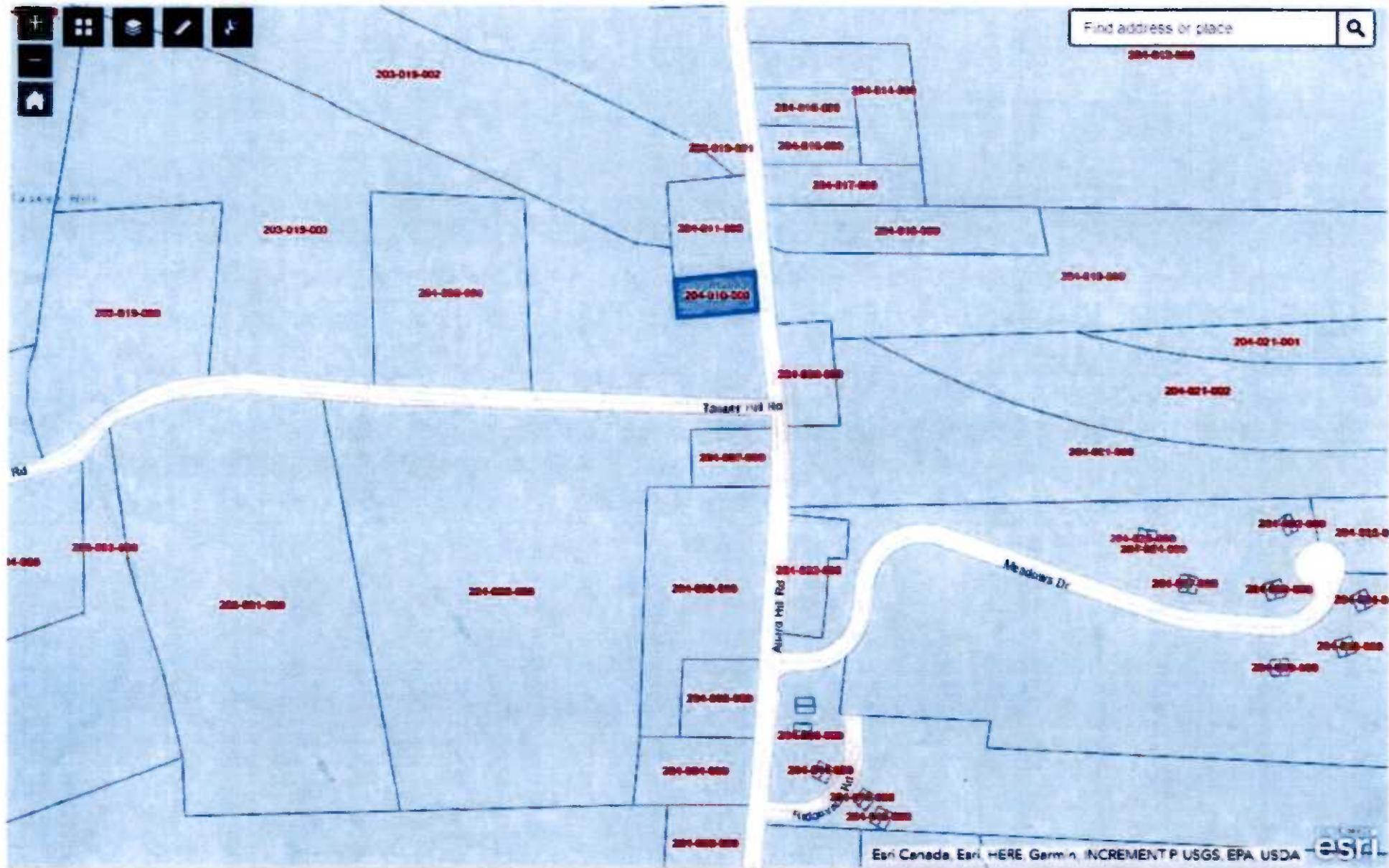
Prior to the sale, the Department will solicit interest from the Town of Madison pursuant to RSA 4:39-c, and the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2.

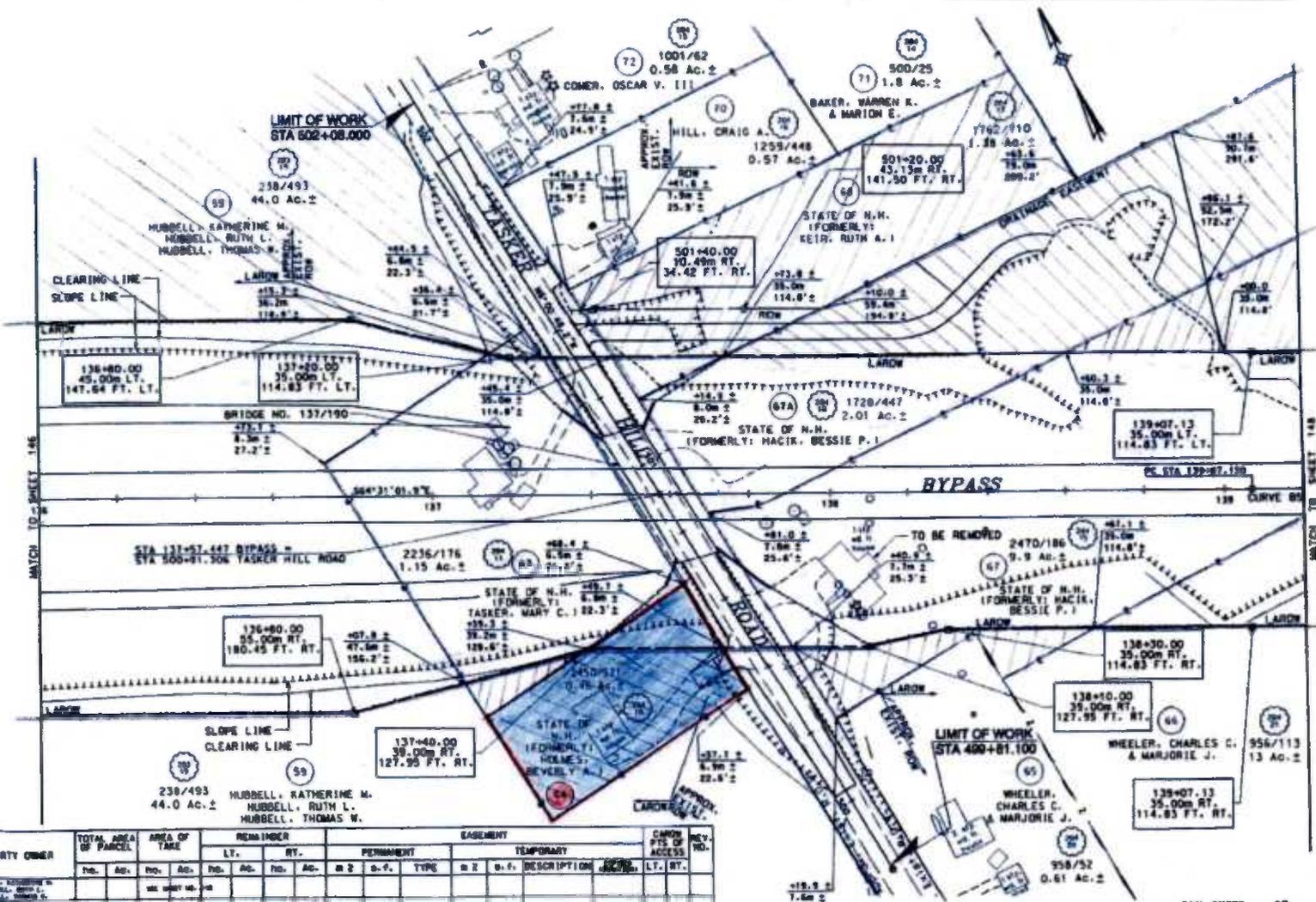
The Department is respectfully requesting authorization to sell the subject parcel, as outlined above.

SGL/ARP/jl
Attachments



Find address or place





MATCH TO SHEET 145

MATCH TO SHEET 148

PROPERTY OWNER	TOTAL AREA OF PARCEL		AREA OF TAKE		REMAINDER		EASEMENT						CROSS FT. OF ACCESS	REV. NO.	
	No.	Ac.	No.	Ac.	No.	Ac.	PERMANENT		TEMPORARY						
							sq ft	sq ft	sq ft	sq ft	sq ft	sq ft			sq ft
STATE OF N.H. (FORMERLY: MUBBELL, RUTH L. MUBBELL, THOMAS W.)	1	44.0	1	44.0	0	0	0	0	0	0	0	0	0	0	0
STATE OF N.H. (FORMERLY: WHEELER, CHARLES C. & MARJORIE J.)	1	13	1	13	0	0	0	0	0	0	0	0	0	0	0
STATE OF N.H. (FORMERLY: HILL, CRAIG A.)	1	0.58	1	0.58	0	0	0	0	0	0	0	0	0	0	0
STATE OF N.H. (FORMERLY: BAKER, WARREN K. & MARION E.)	1	1.8	1	1.8	0	0	0	0	0	0	0	0	0	0	0
STATE OF N.H. (FORMERLY: WHEELER, CHARLES C. & MARJORIE J.)	1	13	1	13	0	0	0	0	0	0	0	0	0	0	0
STATE OF N.H. (FORMERLY: WHEELER, CHARLES C. & MARJORIE J.)	1	13	1	13	0	0	0	0	0	0	0	0	0	0	0
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STATE OF N.H. (FORMERLY: WHEELER, CHARLES C. & MARJORIE J.)	1	13	1	13											

**TOWN OF MADISON
OFFICE OF SELECTMEN
POST OFFICE BOX 248
MADISON, NEW HAMPSHIRE 03849**

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

OCT 06 2022

RECEIVED

Phone: 603-367-4332

Fax: 603-367-4547

October 5 2022

Stephen G. LaBonte, Administrator
Bureau of Right of Way
NH DOT
7 Hazen Dr -- Rm 100
PO Box 483
Concord, NH 0330-0483

RE: Map 204 Lot 010

Dear Administrator LaBonte,

The Board of Selectmen are in receipt of your letter dated September 19, 2022 in regards to 490 Tasker Hill Road also know as Map 204 Lot 010. Pursuant to RSA 4:39-c:1 the Board understands that you contacted them to solicit the Town's interest prior to making this property available to the general public.

The Board discussed your offer at their meeting on October 4, 2022 and respectfully declined the offer to purchase the property by unanimous agreement.

Thank you for contacting us. Should you have any questions I can be reached at 603-367-4332x300 Monday through Thursday 8am to 4pm.

Sincerely,


Linda Shackford
Town Administrator



NEW HAMPSHIRE
HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

OCT 07 2022

RECEIVED

October 5, 2022

Stephen G. LaBonte, Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Madison property

Dear Mr. LaBonte:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Madison, described in your letter of September 19, 2022.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 3rd day of November, 2022 between State of New Hampshire

(SELLER) of PO Box 483 7 Hazen Drive
City/Town Concord, State NH Zip 03302-0483
and Nicole M. McAlister, Foster A. Maxwell IV

(BUYER) of 289 Watson Hill Road
City/Town Freedom, State NH Zip 03836

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Madison located at 490 Tasker Hill road land and buildings

County Carroll Book 2450 Page 0571 Date 08/29/2005 (PROPERTY).

3. The SELLING PRICE is Two Hundred Fifty-Nine Thousand Dollars \$259,000.00
A DEPOSIT in the form of is to be held in an escrow account by Costantino Real Estate LLC (ESCROW AGENT). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 2 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$5,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$254,000.00 will be delivered on or before. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$254,000.00.

4. DEED: Marketable title shall be conveyed by a Quitclaim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before January 17, 2023 at Costantino Real Estate LLC or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions:

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

Greydon Turner of Pinkham Real Estate

is a seller agent buyer agent facilitator disclosed dual agent*

Gerard Costantino of Costantino Real Estate LLC

is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$2,500.00.

SELLER(S) INITIALS BUYER(S) INITIALS

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



- 9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect...
10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [] YES [X] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE: [Handwritten initials]

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i. _____, j. _____.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [Handwritten initials] BUYER(S) INITIALS [Handwritten initials]

PURCHASE AND SALES AGREEMENT
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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within N/A calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by N/A ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller _____ Buyer [Signature] [Signature]

SELLER(S) INITIALS [Signature] / _____ BUYER(S) INITIALS [Signature] / [Signature]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



19. ADDITIONAL PROVISIONS:

20. ADDENDA ATTACHED: Yes No _____

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

DocuSigned by: Nicole M. McAllister 11/3/2022
Nicole M. McAllister DATE/TIME
289 Watson Hill Road
MAILING ADDRESS
Freedom NH 03836
CITY STATE ZIP

DocuSigned by: Foster A. Maxwell IV 11/3/2022
Foster A. Maxwell IV DATE/TIME
MAILING ADDRESS
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

[Signature] For NH DOT 11/4/22 9:40 AM
SELLER DATE/TIME
State of New Hampshire
PO Box 483 7 Hazen Drive
MAILING ADDRESS
Concord NH 03302-0483
CITY STATE ZIP

SELLER DATE/TIME
MAILING ADDRESS
CITY STATE ZIP